

Exhibit B

Cambridge Valley Machining, Inc. (CVMI)
Sales Terms and Conditions

All prices are based on payment within 30 days of date of invoice and a 1.5% service and handling charge per month shall be applied on all invoices not paid within the agreed 30 day period. The price also reflects the fact that CVMI does not accept any material responsibility unless expressly agreed to in writing by an officer of the company. Should Cambridge Valley Machining, Inc. be awarded an order from this quotation, the following shall be an irrevocable part of said order.

1. All agreements are contingent upon strikes, accidents, government regulations and requirements, and other delays unavoidable and beyond CVMI control.
2. Prices are based on the quality, quantity, and type of material or equipment specified. Changes in specifications or deliveries will be subject to change in price.
3. Orders accepted by CVMI cannot be canceled except in writing and upon terms that will indemnify CVMI against all loss.
4. Customer supplied Material:
 - 4.1 The customer is responsible for all additional incurred expenses that result from said material that is received at CVMI with other dimensions or specifications than those agreed to at the time of the original quote.
 - 4.2 The customer is responsible for all additional incurred expenses that result from said material or drawings that are received at CVMI missing necessary dimensions, specifications, tolerances, and/or processes than those agreed to at the time of the original quote.
 - 4.3 The customer is responsible for all additional incurred expenses due to inconsistency in said material such as variations in grain structure, stresses and strains, and/or variance in hardness causing warpage and distortion which affects the normal machining thereby affecting manufacturing operations.
 - 4.4 The customer is responsible for all chemical compositions and physical characteristics of said material(s).
 - 4.5 The customer is responsible for any delay, costs, and/or penalty resulting from these delays in regard to the delivery dates where the material had inconsistencies as before mentioned, and/or was not delivered to CVMI by the customer or customer's agent as agreed at the time of order. A storage fee may be incurred for such delays.
 - 4.6 Customer must ensure that any deliveries of customer supplied material reference the purchase order number given to CVMI for the job the material is being supplied for. If such P.O. number is not clearly marked on the packing slip, the material will be quarantined at CVMI until required paperwork is provided by customer. Once paperwork is received, material will be released to manufacturing floor. The customer is responsible for any delays caused by the absence of said purchase order number.
- 5 Should CVMI be required or requested to supply or purchase the material for this order and said material is purchased or supplied to customer specifications and certified by mill suppliers, the afore-mentioned paragraph 4.0 – 4.5 shall apply.
- 6 CVMI assumes no material responsibility unless expressly consented to in writing by its authorized management representative.
- 7 Terms of payment are as indicated on the face of the quotation and a service charge of up to 1.5% of invoice price per month may be added if payment is not made in accordance with such terms.
- 8 Unless written authority is given, CVMI assumes no responsibility for work done by others or for expenses incurred by others in connection with repair or replacement of work described in this quotation.
- 9 This quotation is based upon an initial set-up and an uninterrupted supply of customer furnished material to CVMI during the course of the order. Should the supply of material be interrupted, CVMI reserves the right to invoice the customer for any additional set-up charges that may be incurred due to such interruption(s).
- 10 This quotation is an offer by CVMI and becomes a binding contract on the terms set forth herein when accepted in writing or upon shipment of customer furnished material for the work described herein.
- 11 Should CVMI be issued a purchase order for the services or goods described on the attached quotation, and should any such purchase order include terms and conditions that are inconsistent with or in addition to the terms hereof, any such inconsistent terms or conditions are not applicable unless expressly consented to in writing by an authorized CVMI management representative, even if CVMI commences performance.
- 12 This quotation does not include the right to any proprietary information of CVMI, any tooling, or the right of any access to production facilities of CVMI.

- 13 All tooling used in connection with the work quoted herein shall remain the property of CVMI, unless otherwise agreed to in writing.
- 14 Unless indicated otherwise, this quotation does not include shipping containers or associated costs.
- 15 All shipping costs are the responsibility of the customer unless stipulated and agreed to prior to formal order placement.
- 16 Unless otherwise specified, the prices are based on the work being completed per the terms of the quote.
- 17 Unless otherwise specified, the delivery lead time is based upon a formal purchase order forthcoming within one week of the quote date. A revised delivery date may be established for any order received outside the one week window.
- 18 Any and all changes regarding dimensions, specifications, tolerances, quantities, and/or due dates must be supported by a customer change purchase order signed by the originator of the formal purchase order.
- 19 Quotes are valid for 30 days unless otherwise specified on quotation.